

**Determination of NEPA Adequacy (DNA)**  
**U.S. Department of Interior**  
**Bureau of Land Management**

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**OFFICE:** *Hassayampa Field Office (HFO)*

**NEPA/TRACKING NUMBER:** DOI-BLM-AZ-P010-2011-029-DNA

**CASEFILE/PROJECT NUMBER:** AZA-35572

**PROPOSED ACTION TITLE/TYPE:** Custom Landscape Materials LLC, Mineral Materials Sale, Big Horn Pit

**LOCATION/LEGAL DESCRIPTION:** T. 4 N., R. 7 W., Sec. 6, Lot 4 (part); T. 5 N., R. 7 W., Sec. 31, S½SE¼SE¼ (part), G&SRM

**APPLICANT (if any):** Custom Landscape Materials, LLC

**A. Description of the Proposed Action and any applicable mitigation measures**

Issue a mineral materials sale contract for 180,000 tons of materials from an existing active mining site on BLM lands adjacent to private lands which are also being mined. Action allows for existing operations to continue. Contract stipulations attached.

**B. Land Use Plan Conformance**

Land Use Plan (LUP) Name: Bradshaw-Harquahala RMP

Date Approved/Amended: 4/22/2010

☐ The proposed action is in conformance with the applicable LUP because it is specifically provided for in the following LUP decision(s):

☒ The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions):

MI-2. Except for legislatively withdrawn areas and other withdrawn and segregated areas, open all public lands within the planning area to mineral materials disposal, on a case-by-case-basis.

**C. Identify applicable National Environmental Policy Act (NEPA) documents and other related documents that cover the proposed action.**

EA AZ-020-99-053

#### **D. NEPA Adequacy Criteria**

- 1. Is the proposed action a feature of, or essentially similar to, an alternative analyzed in the existing NEPA document(s)? Is the project within the same analysis area, or if the project location is different, are the geographic and resource conditions sufficiently similar to those analyzed in the exiting NEPA document(s)? If there are differences, can you explain why they are not substantial?**

Proposed action is substantially the same as and within the area analyzed in EA AZ-020-99-053. No new surface disturbance is anticipated.

- 2. Is the range of alternatives analyzed in the existing NEPA document(s) appropriate with respect to the new proposed action, given current environmental concerns, interests, and resource values?**

Range of alternatives previously analyzed in EA AZ-020-99-053 is appropriate to the new proposed action.

- 3. Is the existing analysis valid in light of new information or circumstances (such as, rangeland health standard assessment, recent endangered species listings, and updated lists of BLM-sensitive species)? Can you reasonably conclude that new information and new circumstances would not substantially change the analysis of the new proposed action?**

The proposed action is consistent with actions previously covered and reviewed in Environmental Assessment AZ-020-99-053.

Subjects which were not addressed at the time of the original EA are as follows:

Energy Impact – The proposed action will have no impact on the development, production, supply and/or distribution of energy resources.

Environmental Justice – In compliance with Executive Order 12898, the Phoenix Field Office identified no minority or low-income populations that could be disproportionately affected by the proposed action. The BLM determined that there is no significant number of minorities or low income populations identified living in the affected area.

Invasive, Nonnative Weeds – The Bureau policy regarding management of invasive, nonnative weeds as found in “Partners Against Weeds (PAW) Action Plan, January 1996”, states that “an analysis of the potential for weed spread must be examined and established as an environmental consequence of proposed actions. Measures and stipulations to minimize the spread of weeds must be provided. This contract includes a standard stipulation to address invasive weeds.

- 4. Are the direct, indirect, and cumulative effects that would result from implementation of the new proposed action similar (both quantitatively and qualitatively) to those analyzed in the existing NEPA document?**

The direct and indirect impacts of the current proposal are substantially unchanged. Proposed actions are a logical continuation of those previously covered in Environmental Assessment AZ-020-99-053. No new areas are involved as all affected lands were covered by the existing EA.

**5. Are the public involvement and interagency review associated with existing NEPA documents(s) adequate for the current proposed action?**

Previous NEPA documents did not require public involvement or interagency review and none was conducted.

**E. Persons/Agencies/BLM Staff Consulted**

<b>Name</b>	<b>Title</b>	<b>Resource/Agency Represented</b>
none	2T	2T

Note: Refer to the EA/EIS for a complete list of the team members participating in the preparation of the original environmental analysis or planning documents

**CONCLUSION:**

Based on the review documented above, I conclude that this proposal conforms to the applicable land use plan and that the NEPA documentation fully covers the proposed action and constitute BLM's compliance with the requirements of NEPA.

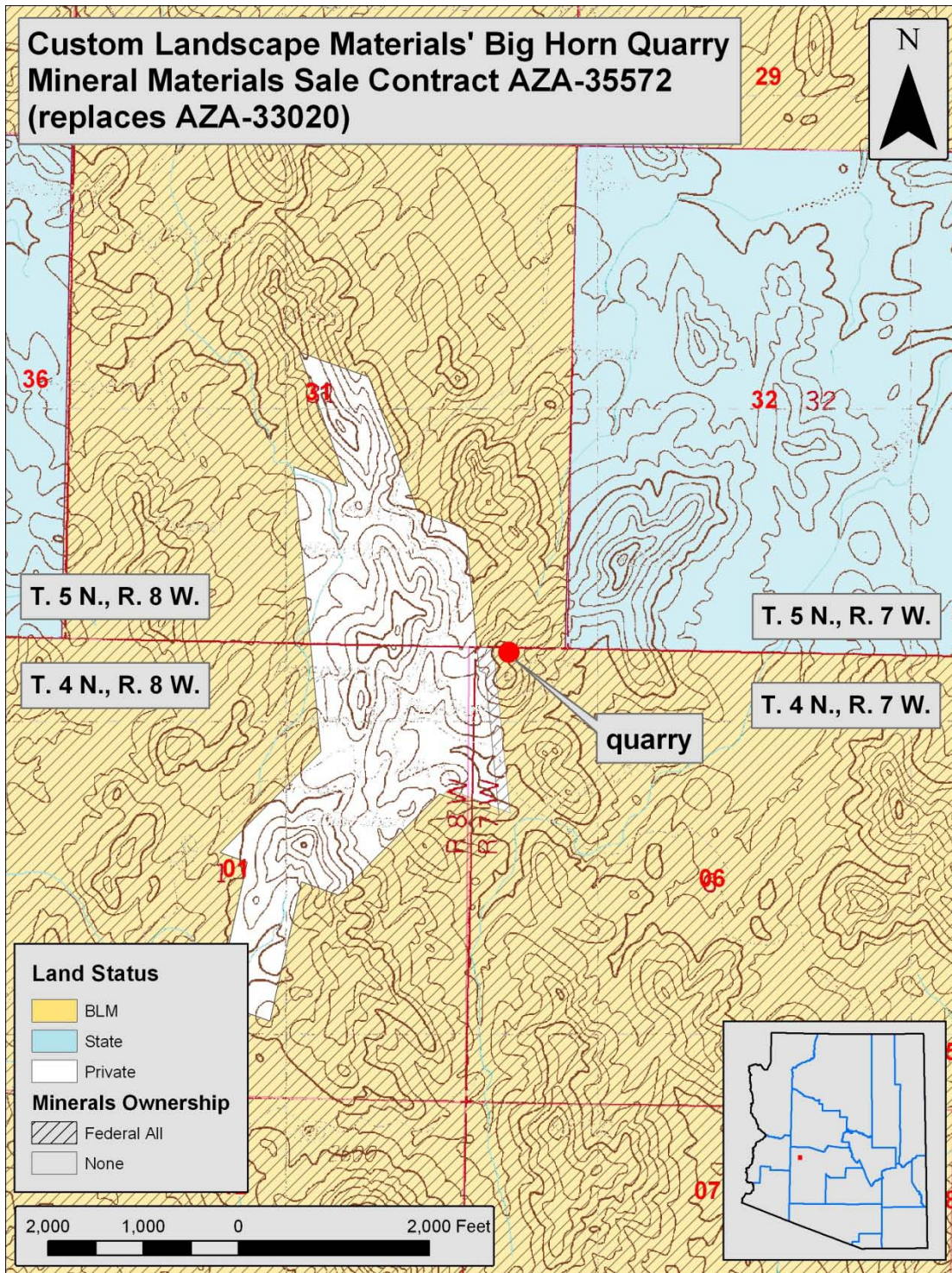
\_\_\_\_\_/s/ 2/3/2011\_\_\_\_\_  
David L. Eddy

\_\_\_\_\_/s/ 2/8/2011\_\_\_\_\_  
Leah Baker

\_\_\_\_\_/s/ 2/15/2011\_\_\_\_\_  
Steven Cohn

\_\_\_\_\_  
**Date**

Note: The signed Conclusion on this Worksheet is part of an interim step in the BLM's internal decision process and does not constitute an appealable decision. However, the lease, permit, or other authorization based on this DNA is subject to protest or appeal under 43 CFR Part 4 and the program-specific regulations.



## Special Stipulations, Contract AZA-35572

1. Mining at the subject mine site shall be in conformance with Custom Landscape Materials' plan of operations September 19, 2002 or any approved subsequent plan or amendment and in accordance with the stipulations herein after set forth. Custom Landscape Materials (the purchaser) will obtain and keep current and in good standing all permits required by the various City, County, State, and Federal agencies and will abide by stipulations as set forth in said permits. Purchaser will comply with all applicable Federal, State, County, and City pollution standards and permits.
2. The purchaser shall take fire precaution and conservation measures and shall dispose of slash or other debris resulting from operations hereunder in accordance with written instructions from the Authorized Officer.
3. BLM's authorization does not imply that Federal approval has been granted to the purchaser or their customers the right to transport trucks and rock products across any City, County, State, Federal, or private property or roads. Purchaser or their customers shall be held liable for any damages to such property.
4. BLM's approval of the purchaser's proposed Plan and authorization of a sales contract shall not be construed to effect a preemption of Arizona State laws and regulations or to imply that BLM has granted any approvals normally under the purview or regulatory authority of City, County, State, or other Federal agencies.
5. Any cultural and/or paleontological resource (prehistoric or historic site or object) discovered by the purchaser, or any person working on his behalf, on the subject lands shall be reported immediately to the Bureau of Land Management's authorized officer. It is unlawful to disturb, deface, or remove these cultural and paleontological resources unless authorized by the Bureau of Land Management under a cultural resources use permit. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values.
6. Access to the material site area shall be provided to BLM in order to conduct routine inspections of the extraction and removal of minerals, for the review of production records and sales data, or for the purpose of inspection or inventory of other resource values. Inspections may be unscheduled and will generally be conducted during normal working hours. Such inspections are not normally expected to stop or impede normal mining and processing functions by the company.
7. The monthly production and royalty is due BLM at this office as outlined in Sec. 3(b) of the contract and shall be reported as follows:
  - A list shall be provided to BLM showing all sales of materials mined and transported. Listing shall include the date, the customer's\ buyer's name, the invoice number, product description and product weight in tons. A total weight shall be indicated for the month reported.
  - If no sales occur during a particular month that should also be indicated by submitting a statement that there were no sales across the scales that month.



8. The purchaser shall defend, and hold harmless the United States and/or its agencies and representatives against and from any and all demands, claims, and liabilities of every nature whatsoever, including, but not necessarily limited to, damage to property and injuries or death of persons arising from any activity connected with the purchaser's use or occupancy of the lands described in this contract, or with the activity authorized under this contract.

9. The area will be reclaimed in accordance with provisions and reclamation guidelines as found in the Metropolitan Phoenix Mineral Materials Program Guidelines, 1995 and H-3041-1, Solid Mineral Reclamation Handbook.

10. Solid waste will be disposed of in accordance with local laws. The applicant shall promptly remove and dispose of all waste caused by its activities as directed by the authorized officer. The term waste as used herein means all discarded matter, but not limited to human waste, trash, garbage, refuse, petroleum products, ashes and equipment. Wastes shall be disposed of in a sanitary landfill unless otherwise approved by the authorized officer. No burial of wastes on site is allowed. The area shall be maintained at all times in a condition that is not hazardous to humans or livestock.

11. Prior to removal of protected plants, the purchaser must have prior approval and the necessary authorizations issued by the State of Arizona.

- The purchaser must notify the Arizona Department of Agriculture and Horticulture 30 days before the beginning surface disturbance for possible salvage of Arizona protected plants.

12. If noxious weeds or invasive plants are detected during an inspection, the purchaser shall be required to implement weed control, prevention, and treatment factors to remove the seed source and limit seed transport into the project site. Suitable weed treatment and prevention techniques will be established by the BLM.

13. The purchaser shall implement plans and procedures to reduce the potential effects of spills or accidents which might include site security and safety measures, fire protection procedures, emergency response and notification procedures, best management practices for materials, transportation, handling and storage, contingency planning for accidental discharges and spill prevention control countermeasure planning. In the event of an accidental discharge or spill, the on-site emergency coordinator will direct the immediate cleanup. A list of emergency phone numbers will be on-site and readily accessible. Good housekeeping rules will be followed to keep chemicals and waste material from entering any drainage areas. This may include providing sediment ponds, implementing proper disposal of oil and grease and use of lined pits for chemical storage.

Care will be taken to ensure that no oil, grease, used filters or antifreeze can contaminate the soil. All used items will be properly stored and disposed of.